v. *Bliley*, 23 Colo. 160, 46 Pac. 633; *Franklin Bank* v. *Harris*, 77 Md. 423, 26 Atl. 523. It is clear, however, that the application of the general rule affords inadequate compensation to the owner of the stock. See *Barber* v. *Ellingwood*, 137 N. Y. App. Div. 704, 713, 122 N. Y. Supp. 369, 378; *Dimock* v. *U. S. Nat. Bank*, 55 N. J. L. 296, 304, 25 Atl. 926, 928. In an endeavor to reach a more equitable result, the New York courts have laid down a special rule of damages for the conversion of stock; viz., the highest price reached during a reasonable time in which the plaintiff might have replaced his stock after learning of the conversion. *Wright* v. *Bank of Metropolis*, 110 N. Y. 237, 18 N. E. 79; *Baker* v. *Drake*, 53 N. Y. 211. See 19 COL. L. REV. 379. But the plaintiff may at his option rely on the general rule. *McIntyre* v. *Whitney*, 139 N. Y. App. Div. 557, 124 N. Y. Supp. 234, aff'd 201 N. Y. 526, 94 N. E. 1096. See 24 HARV. L. REV. 62. This so-called New York rule is favored by many jurisdictions. *Galigher* v. *Jones*, 129 U. S. 193; *Dimock* v. *U. S. Nat. Bank, supra; Citizens Ry. Co.* v. *Robbins*, 144 Ind. 671, 42 N. E. 916. By allowing the plaintiff to recover the highest price of the stock between the conversion and the trial, the Pennsylvania court in the principal case more than compensates the owner of the securities, and in effect penalizes the converter in a civil action in which exemplary damages are not an element. The rule has been justly criticized. See *Baker* v. *Drake, supra*, 217; *Pinkerton* v. *Manchester Railroad*, 42 N. H. 424, 461.

DAMAGES — MEASURE OF DAMAGES — RECOVERY FOR BREACH OF WARRANTY. — A corporation sold a tractor to the defendant with warranties that it would do general farm work. In an action by the plaintiff, to whom the corporation had assigned the contract, the buyer sought to set off, *inter alia*, the loss of profits from land due to the absence of a crop which he could have sown if the tractor had been as warranted. *Held*, that such damages may be set off. *Mager* v. *Baird Co.*, [1919] 3 W. W. R. 428.

Damages for a breach which occurs prior to an assignment, provided that it is a breach of the contract assigned or is directly connected with it, may be set off against the assignee. *Newfoundland* v. *Newfoundland Ry. Co.*, 13 App. Cas. 199. Loss of profits within the contemplation of the parties when the contract was made may be recovered. *Hydraulic Engineering Co.* v. *McHaffie*, 4 Q. B. D. 670; *Passinger* v. *Thornburn*, 34 N. Y. 634. When a warranty has reference to the specific purpose for which an article was sold, such purpose is thereby shown to be within the contemplation of the parties, and a recovery may therefore be had for a loss that is a proximate result of the breach. *Beeman* v. *Banta*, 118 N. Y. 538, 23 N. E. 887; *Walker* v. *France*, 112 Pa. St. 203, 5 Atl. 208. The law has gone far in awarding consequential damages for a breach of a warranty, and, to that end, in considering losses to be proximate results of the breach. *Cf. Buckbee* v. *Hohenedal Co.*, 224 Fed. 14. See 29 HARV. L. REV. 221. See also WILLISTON, SALES, § 615. But even when it might well be said that the loss is proximate, recovery will be denied if the computation of damages is so conjectural as to be speculative. Thus it has been held that a loss of profits due to a defect in a warranted race-horse, where the profits depended on other conditions than those warranted, is both too remote and speculative. *Connoble* v. *Clark*, 38 Mo. App. 476. And so in the case of a warranted machine. *New York Co.* v. *Fraser*, 130 U. S. 611. The instant case is an extreme application of the doctrine of consequential damages to a loss that should more properly be considered remote and speculative.

DESCENT AND DISTRIBUTION — FORFEITURE OF ESTATE — CONSTITUTIONALITY OF STATUTE DENYING DOWER TO SLAYER OF HUSBAND. — A Kansas statute provides that a person convicted of killing another from whom he would inherit property shall be denied all right to such property, and that it

shall descend or be distributed as if the person so convicted were dead. The statute is attacked as unconstitutional in a case wherein a wife has been convicted of manslaughter for killing her husband. *Held*, that the statute is constitutional. *Hamblin* v. *Marchant*, 180 Pac. 811 (Kan.).

Prior to this statute Kansas allowed the criminal to profit by his own crime by taking the inheritance. *McAllister* v. *Fair*, 72 Kan. 533, 84 Pac. 112. This result the statute here aimed to preclude. The statutory disqualification might conceivably attach either upon conviction or at the instant of killing. The legislature has no power to interfere with dower which has become vested. *Bottorf* v. *Lewis*, 121 Iowa, 27, 95 N. W. 262. Consequently, to say that the disqualification it created takes effect only upon conviction and, therefore, following the vesting of the estate, would nullify the statute. Further, the statute has expressly directed descent to others than the guilty person. The alternative construction — that the disqualification attaches at the moment of killing — makes the very act which would cause the dower to become vested in the actor work as a bar to its vesting. Acquittal is thus a condition subsequent to the disqualification and conviction a condition precedent to the successful assertion of rights by others who claim under the statute. By this construction, which was the one taken in the principal case, the sole interest affected by the statute is that represented by the wife's statutory dower before her husband's death. This interest is not vested and may be altered at will by the legislature. *Griswold* v. *McGee*, 102 Minn. 114, 112 N. W. 1020, and 113 N. W. 382. See *Randall* v. *Kreiger*, 90 U. S. (23 Wall.) 137, 148. Analogous reasoning has been employed to reach at common law the object aimed at by the Kansas statute. *Perry* v. *Strawbridge*, 209 Mo. 621, 108 S. W. 641; *Box* v. *Lanier*, 112 Tenn. 393, 79 S. W. 1042.

EMINENT DOMAIN—WHEN IS PROPERTY TAKEN?—STREET CONSTRUCTION AND RE-GRADING. — Part of a vacant tract was taken for a street, and the owner claimed compensation for damages to the remainder caused by the use to which the city intended to put the land taken, viz., a public street at a level several feet below the natural level of his land. *Held*, that this is not a proper element of damages. *In re Skillman Ave. in City of New York*, 177 N. Y. Supp. 767.

Part of a tract was taken, and the new street was to be constructed from twenty-one to twenty-five feet above the natural level of the land. The owner claimed that compensation should be made for the resulting depreciation in value of the remainder. *Held*, that this is a proper element of damage. *In re Putnam Ave. West in City of New York*, 177 N. Y. Supp. 768.

For a discussion of these cases, see NOTES, p. 451, *supra*.

EQUITABLE LIENS — EFFECT OF PROMISE THAT BONDHOLDERS SHALL SHARE IN SECURITY OF FUTURE MORTGAGES. — The plaintiff corporation issued bonds in which it promised that, if it thereafter mortgaged any of the property owned by it at the date of issue, the bondholders should share equally with the future mortgagees in the security. The lower court sent up these questions: (1) Did the bonds create an equitable lien on the corporation property at the date of issue? (2) Could the corporation effect a mortgage which would exclude the bondholders from sharing in the security? *Held*, that the first question be answered in the affirmative, the second in the negative. *Connecticut Co.* v. *New York, N. H. & H. R. R. Co.*, 107 Atl. 646 (Conn.).

For a discussion of the principles involved in this case, see NOTES, p. 456, *supra*.

EQUITY — BILLS OF PEACE — BILL TO ENJOIN NUMEROUS SUITS IN A JUSTICE'S COURT AND TRY AS ONE IN EQUITY. — The defendant, assignee of 648 claims against the plaintiff for excess freight charges, brought that many